

FILED
CLERK, U.S. DISTRICT COURT

06/02/2020

CENTRAL DISTRICT OF CALIFORNIA
BY: DM DEPUTY

NICOLA T. HANNA
United States Attorney
BRANDON D. FOX
Assistant United States Attorney
Chief, Criminal Division
DENNIS MITCHELL (Cal. Bar No. 116039)
HEATHER C. GORMAN (Cal. Bar No. 258920)
Assistant United States Attorney
Environmental and Community Safety Crimes Section
1300 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-2484
E-mail: dennis.mitchell@usdoj.gov
heather.gorman@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

UNITED STORM WATER, INC.,

Defendant

No. CR 18-448(B)-DMG

PLEA AGREEMENT FOR DEFENDANT
UNITED STORM WATER, INC.

1. This constitutes the plea agreement between United Storm Water, Inc. ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a four-count second

1 superseding information in the form attached to this agreement as
2 Exhibit A or a substantially similar form, which charges defendant
3 with negligently causing a violation of a pretreatment program
4 requirement, in violation of 33 U.S.C. §§ 1317(d), 1319(c)(1)(A) and
5 18 U.S.C. § 2(b).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessments at or before
19 the time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 h. At the time of sentencing, recommend and advocate that
22 the Court impose the sentence set forth in paragraph 11, below.

23 THE USAO'S OBLIGATIONS

24 3. The USAO agrees to:

25 a. Not contest facts agreed to in this agreement.

26 b. Abide by all agreements regarding sentencing contained
27 in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 underlying indictment as against defendant. Defendant agrees,
3 however, that at the time of sentencing the Court may consider any
4 dismissed charges in determining the applicable Sentencing Guidelines
5 range, the propriety and extent of any departure from that range, and
6 the sentence to be imposed.

7 d. At the time of sentencing, recommend and advocate that
8 the Court impose the sentence set forth in paragraph 11, below.

9 CORPORATE AUTHORIZATION

10 4. Defendant represents that it is authorized to enter into
11 this agreement. On or before the change of plea hearing pursuant to
12 this agreement, defendant shall provide the USAO and file with the
13 Court a notarized legal document certifying that defendant is
14 authorized to enter into and comply with all of the provisions of
15 this agreement. Such legal document(s) shall designate a company
16 representative who is authorized, and shall also state that all legal
17 formalities for such authorizations have been observed.

18 ORGANIZATIONAL CHANGES AND APPLICABILITY

19 5. This agreement shall bind defendant, its successor entities
20 (if any), parent companies, and any other person or entity that
21 assume the liabilities contained herein ("successors-in-interest").
22 Defendant, or its successors-in-interest, if applicable, shall
23 provide the USAO and the United States Probation and Pretrial
24 Services office with reasonably prompt notice of any name change,
25 business reorganization, sale or purchase of assets, divestiture of
26 assets, or similar action impacting their ability to pay the fine or
27 affecting this agreement. No change in name, change in corporate or
28 individual control, business reorganization, change in ownership,

1 merger, change of legal status, sale or purchase of assets, or
2 similar action shall alter defendant's responsibilities under this
3 agreement. Defendant shall not engage in any action to seek to avoid
4 the obligations and conditions set forth in this agreement.

5 NATURE OF THE OFFENSES

6 6. Defendant understands that for defendant to be guilty of
7 the crimes charged in counts one through four, that is, negligently
8 causing a violation of a pretreatment program requirement, in
9 violation of Title 33, United States Code, Sections 1317(d),
10 1319(c)(1)(A) and 18 U.S.C. § 2(b), the following must be true: (1) a
11 publicly owned treatment works ("POTW") had a pretreatment program
12 that was approved by the United States Environmental Protection
13 Agency under Title 33, United States Code, Section 1342(a)(3); (2)
14 one requirement of the pretreatment program was to not discharge
15 wastewater containing more than three milligrams per liter of
16 arsenic; (3) defendant failed to use reasonable care in committing
17 some act, for example, failing to inform a source about the arsenic
18 content of wastewater after being notified that the wastewater
19 contained more than three milligrams per liter of arsenic; and (4)
20 defendant's failure to use reasonable care caused the source or the
21 POTW to violate a pretreatment program requirement by discharging
22 wastewater that contained more than three milligrams per liter of
23 arsenic.

24 PENALTIES

25 7. Defendant understands that the statutory maximum sentence
26 that the Court can impose for each violation of Title 33, United
27 States Code, Sections 1317(d), 1319(c)(1)(A) and 18 U.S.C. § 2(b),
28 is: a five-year period of probation; a fine of \$200,000 or twice the

1 gross gain or gross loss resulting from the offense, whichever is
2 greatest; and a mandatory special assessment of \$125.

3 8. Defendant understands, therefore, that the total maximum
4 sentence for all offenses to which defendant is pleading guilty is: a
5 five-year period of probation; a fine of \$800,000 or twice the gross
6 gain or gross loss resulting from the offenses, whichever is
7 greatest; and a mandatory special assessment of \$500.

8 FACTUAL BASIS

9 9. Defendant admits that defendant is, in fact, guilty of the
10 offenses to which defendant is agreeing to plead guilty. Defendant
11 and the USAO agree to the statement of facts provided below and agree
12 that this statement of facts is sufficient to support pleas of guilty
13 to the charges described in this agreement but is not meant to be a
14 complete recitation of all facts relevant to the underlying criminal
15 conduct or all facts known to either party that relate to that
16 conduct.

17 During the period alleged in the second superseding information,
18 defendant was a company located in Los Angeles County, within the
19 Central District of California, that remediated and transported storm
20 water for its customers. Co-defendant United Pumping Service, Inc.
21 was a company located in Los Angeles County that remediated and
22 transported industrial wastes, including industrial wastewater, for
23 its customers. Company 1 was a business entity located in San
24 Bernardino County that treated and disposed of industrial wastewater
25 that it received from its customers.

26 Company 1 was a business entity located in San Bernardino County
27 that treated and disposed of industrial wastewater that it received
28 from its customers.

1 The Federal Water Pollution Control Act, commonly known as the
2 Clean Water Act ("Clean Water Act"), established the basic structure
3 for regulation of pollutant discharges in the waters of the United
4 States and authorized the United States Environmental Protection
5 Agency ("EPA") to implement pollution control programs, such as
6 setting wastewater standards for industry.

7 Under the Clean Water Act, "pretreatment" included the reduction
8 of the amount of pollutants, the elimination of pollutants, or the
9 alteration of the nature of pollutant properties in wastewater before
10 discharging such pollutants into a publicly owned treatment works.
11 ("POTW"). A POTW was a public facility, such as a sewage treatment
12 plant, that treated municipal sewage or industrial waste of a liquid
13 nature. The term "POTW" included any sewer, pipe, or other
14 conveyance that conveyed water to a POTW.

15 The County Sanitation Districts of Los Angeles ("LA County
16 Sanitation") operated a POTW ("the LA County Sanitation POTW"). In
17 1985, the EPA approved LA County Sanitation's POTW Pretreatment
18 Program under Title 33, United States Code, Section 1342(a)(3). That
19 pretreatment program included a limitation on the discharge of
20 certain toxic pollutants and prohibited the LA County Sanitation POTW
21 from discharging wastewater that had an arsenic concentration greater
22 than three milligrams per liter ("3 mg/L"). That limitation remained
23 in effect through and beyond 2015.

24 Company 1 had a discharge permit issued by LA County Sanitation
25 that, under certain conditions and requirements, allowed Company 1 to
26 discharge treated industrial wastewater to the LA County Sanitation
27 POTW. The discharge permit issued to Company 1 by LA County
28

1 Sanitation required that Company 1 not accept, store, or treat any
2 wastewater that had an arsenic concentration greater than 3 mg/L.

3 In or about April 2015, Company 2 hired defendant and co-
4 defendant United Pumping Service, Inc. to remove and transport
5 industrial wastewater that had an arsenic concentration of more than
6 3 mg/L. Email correspondence sent by Company 2 to defendant and co-
7 defendant United Pumping Service indicated that the arsenic
8 concentration of the industrial wastewater was more than 3 mg/L.

9 Subsequently, from approximately May 11, 2015, to May 15, 2015,
10 defendant and co-defendant United Pumping Service, aiding and
11 abetting each other, transported and delivered six separate loads of
12 industrial wastewater, as documented on the non-hazardous waste
13 manifest numbers listed below, each containing more than 3 mg/L of
14 arsenic, to Company 1 for treatment. Despite Company 2 informing
15 defendant and co-defendant United Pumping Service of the arsenic
16 concentration of the wastewater, defendant and co-defendant United
17 Pumping Service failed to notify Company 1 of the arsenic
18 concentration of the wastewater it delivered to Company 1. As a
19 result, Company 1 accepted and discharged the industrial wastewater
20 containing more than 3 mg/L of arsenic to the LA County Sanitation
21 POTW. Company 1's discharge of the arsenic-contaminated wastewater
22 to the LA County Sanitation POTW violated Company 1's discharge
23 permit and violated a requirement of the LA County Sanitation POTW's
24 pretreatment program.

DATE	NON-HAZARDOUS WASTE MANIFEST NUMBER
May 11, 2015	112300
May 12, 2015	113103

DATE	NON-HAZARDOUS WASTE MANIFEST NUMBER
May 12, 2015	113104
May 13, 2015	113105
May 13, 2015	113106
May 15, 2015	107967

SENTENCING AGREEMENT

10. Defendant and the USAO agree and stipulate that, pursuant to United States Sentencing Guidelines ("U.S.S.G.") §§ 8C2.1 and 8C2.10, the Sentencing Guidelines are not applicable in determining the fine for an organization violating statutes relating to the environment, but that all other sections of Chapter 8 of the U.S.S.G. are applicable in this case, including the provisions regarding probation and restitution. Defendant understands that in determining defendant's sentence, the Court is required to consider the factors set forth in 18 U.S.C. § 3553(a), including the kinds of sentence and sentencing range established under the Sentencing Guidelines. Defendant agrees that at the time of sentencing the Court may consider any uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departures from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

11. Pursuant to U.S.S.G. §§ 8D1.1 and 8D1.2, and the factors set forth in Title 18, United States Code, Section 3553(a), including the nature and circumstances of the offenses and the history and characteristics of the defendant, the need for the sentence imposed to reflect the seriousness of the offenses, to promote respect for

1 the laws, to provide just punishment for the offenses, to afford
2 adequate deterrence to criminal conduct, and to protect the public
3 from further crimes of the defendant, the parties agree to recommend
4 and advocate that the Court impose the following sentence:

5 a. Probation: Defendant shall be sentenced to a three-
6 year term of probation with conditions to be fixed by the Court,
7 including, but not limited to, the maintenance of a compliance
8 program that includes, but is not limited to, intake procedures and
9 intake forms, training of employees, managerial oversight and review
10 of intake forms and procedures, and annual internal auditing to make
11 sure that defendant complies with those provisions of the Hazardous
12 Materials Transportation Act, the Clean Water Act, and the Resource
13 Recovery and Conservation Act that apply to defendant's operations as
14 a waste transporter. Defendant will also provide the USAO with a
15 copy of its annual internal audit report of its compliance program
16 within two weeks of its issuance.

17 b. Criminal Fine: Defendant shall pay a criminal fine of
18 \$375,000. The criminal fine shall be paid as follows: (1) \$250,000
19 within two weeks of the date the sentence is imposed; (2) \$75,000 on
20 or before June 30, 2021; \$50,000 on or before June 30, 2022.
21 Defendant shall be jointly and severally liable for any fine that the
22 Court imposes upon co-defendant United Pumping Service, Inc.

23 c. Special Assessment: Defendant shall pay a total
24 special assessment of \$500 as ordered by the Court.

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 12. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

2 c. The right to be represented by counsel at trial.

3 Defendant understands, however, that, defendant retains the right to
4 be represented by counsel at every other stage of the proceeding.

5 d. The right to be presumed innocent and to have the
6 burden of proof placed on the government to prove defendant guilty
7 beyond a reasonable doubt.

8 e. The right to confront and cross-examine witnesses
9 against defendant.

10 f. The right to testify and to present evidence in
11 opposition to the charges, including the right to compel the
12 attendance of witnesses to testify.

13 g. The right not to be compelled to testify, and, if
14 defendant chose not to testify or present evidence, to have that
15 choice not be used against defendant.

16 h. Any and all rights to pursue any affirmative defenses,
17 Fourth Amendment or Fifth Amendment claims, and other pretrial
18 motions that have been filed or could be filed.

19 WAIVER OF APPEAL OF CONVICTION

20 13. Defendant understands that, with the exception of an appeal
21 based on a claim that defendant's guilty pleas were involuntary, by
22 pleading guilty defendant is waiving and giving up any right to
23 appeal defendant's convictions on the offenses to which defendant is
24 pleading guilty. Defendant understands that this waiver includes,
25 but is not limited to, arguments that the statutes to which defendant
26 is pleading guilty are unconstitutional, and any and all claims that
27 the statement of facts provided herein is insufficient to support
28 defendant's pleas of guilty.

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 14. Defendant agrees that, provided the Court imposes a
3 sentence at or below the statutory maximum, defendant gives up the
4 right to appeal any portion of the sentence.

5 15. The USAO agrees that, provided the Court imposes the
6 sentence specified in paragraph 11, the USAO gives up its right to
7 appeal any portion of the sentence.

8 RESULT OF WITHDRAWAL OF GUILTY PLEA

9 16. Defendant agrees that if, after entering guilty pleas
10 pursuant to this agreement, defendant seeks to withdraw and succeeds
11 in withdrawing defendant's guilty pleas on any basis other than a
12 claim and finding that entry into this plea agreement was
13 involuntary, then (a) the USAO will be relieved of all of its
14 obligations under this agreement; and (b) should the USAO choose to
15 pursue any charge or any civil, administrative, or regulatory action
16 that was either dismissed or not filed as a result of this agreement,
17 then (i) any applicable statute of limitations will be tolled between
18 the date of defendant's signing of this agreement and the filing
19 commencing any such action; and (ii) defendant waives and gives up
20 all defenses based on the statute of limitations, any claim of pre-
21 indictment delay, or any speedy trial claim with respect to any such
22 action, except to the extent that such defenses existed as of the
23 date of defendant's signing this agreement.

24 EFFECTIVE DATE OF AGREEMENT

25 17. This agreement is effective upon signature and execution of
26 all required certifications by defendant, defendant's counsel, and an
27 Assistant United States Attorney.

BREACH OF AGREEMENT

18. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its obligations under this agreement.

19. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge or any civil, administrative, or regulatory action that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 20. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 21. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error. While this paragraph permits both
27 the USAO and defendant to submit full and complete factual
28 information to the United States Probation and Pretrial Services

1 Office and the Court, even if that factual information may be viewed
2 as inconsistent with the facts agreed to in this agreement, this
3 paragraph does not affect defendant's and the USAO's obligations not
4 to contest the facts agreed to in this agreement.

5 22. Defendant understands that even if the Court ignores any
6 sentencing recommendation, finds facts or reaches conclusions
7 different from those agreed to, and/or imposes any sentence up to the
8 maximum established by statute, defendant cannot, for that reason,
9 withdraw defendant's guilty pleas, and defendant will remain bound to
10 fulfill all defendant's obligations under this agreement. Defendant
11 understands that no one -- not the prosecutor, defendant's attorney,
12 or the Court -- can make a binding prediction or promise regarding
13 the sentence defendant will receive, except that it will be within
14 the statutory maximum.

15 NO ADDITIONAL AGREEMENTS

16 23. Defendant understands that, except as set forth herein,
17 there are no promises, understandings, or agreements between the USAO
18 and defendant or defendant's attorney, and that no additional
19 promise, understanding, or agreement may be entered into unless in a
20 writing signed by all parties or on the record in court.

21 //

22 //

23 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

24. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

NICOLA T. HANNA
United States Attorney

06/02/2020

DENNIS MITCHELL
HEATHER C. GORMAN
Assistant United States Attorneys

Date

UNITED STORM WATER, INC.
Defendant

Date

By: EDUARDO PERRY JR

Its: PRESIDENT

THERESA KRISTOVICH
Attorney for Defendant United Storm
Water, Inc.

6/1/2020

Date

CERTIFICATION OF DEFENDANT

I have been authorized by defendant United Storm Water, Inc. to enter into this agreement on behalf of defendant. I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with defendant's attorney. I understand the terms of this agreement on behalf of defendant. I have discussed the evidence with defendant's attorney, and defendant's attorney has

1 advised me of defendant's rights, of possible pretrial motions that
 2 might be filed, of possible defenses that might be asserted either
 3 prior to or at trial, of the sentencing factors set forth in 18
 4 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and
 5 of the consequences of entering into this agreement. No promises,
 6 inducements, or representations of any kind have been made to me
 7 other than those contained in this agreement. No one has threatened
 8 or forced me in any way to enter into this agreement. I am satisfied
 9 with the representation of defendant's attorney in this matter, and I
 10 am pleading guilty on behalf of defendant because defendant is guilty
 11 of the charges and wishes to take advantage of the promises set forth
 12 in this agreement, and not for any other reason.

13 EUH RA
 14 UNITED STORM WATER, INC.
 15 Defendant

13 6/1/20
 14 Date

15 By: EDUARDO PERRY JR
 16 Its: PRESIDENT
 17

18 CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am defendant United Storm Water, Inc.'s attorney. I have
 20 carefully and thoroughly discussed every part of this agreement with
 21 my client. Further, I have fully advised my client of its rights, of
 22 possible pretrial motions that might be filed, of possible defenses
 23 that might be asserted either prior to or at trial, of the sentencing
 24 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
 25 Guidelines provisions, and of the consequences of entering into this
 26 agreement. To my knowledge: no promises, inducements, or
 27 representations of any kind have been made to my client other than
 28 those contained in this agreement; no one has threatened or forced my

1 client in any way to enter into this agreement; my client's decision
2 to enter into this agreement is an informed and voluntary one; and
3 the factual basis set forth in this agreement is sufficient to
4 support my client's entry of guilty pleas pursuant to this agreement.

5 

6 THERESA KRISTOVICH
7 Attorney for Defendant United Storm
Water, Inc.

6/1/2020

Date

EXHIBIT A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

UNITED PUMPING SERVICE, INC., and
UNITED STORM WATER, INC.,

Defendants.

CR No. 18-448(B)-DMG

S E C O N D
S U P E R S E D I N G
I N F O R M A T I O N

[33 U.S.C. §§ 1317(d),
1319(c)(1)(A): Negligently Causing
Violation of Pretreatment Program
Requirement]

[CLASS A MISDEMEANOR]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

A. The Defendants and Company 1

1. Defendant UNITED PUMPING SERVICE, INC. was a company located in Los Angeles County, within the Central District of California, that remediated and transported industrial wastes, including industrial wastewater, for its customers.

2. Defendant UNITED STORM WATER, INC. was a company located in Los Angeles County, within the Central District of California, that remediated and transported storm water for its customers.

3. Company 1 was a non-hazardous waste facility located in San Bernardino County, within the Central District of California, that

1 treated and disposed of industrial wastewater that it received from
2 its customers.

3 B. The Clean Water Act

4 4. The Federal Water Pollution Control Act, commonly known as
5 the Clean Water Act (the "Clean Water Act"), established the basic
6 structure for regulation pollutant discharges in the waters of the
7 United States and authorized the United States Environmental
8 Protection Agency ("EPA") to implement pollution control programs,
9 such as setting wastewater standards for industry.

10 5. "Pollutant" meant, among other things, chemical and
11 industrial waste. 33 U.S.C. § 1362(6).

12 6. Publically Owned Treatment Works ("POTWs") were public
13 facilities such as sewage treatment plants that treat municipal
14 sewage or industrial waste of a liquid nature. The term "POTWs"
15 included sewers, pipes, or other conveyances that convey water to a
16 POTW. 40 C.F.R. § 403.3(q).

17 7. "Pretreatment" included the reduction of the amount of
18 pollutants, the elimination of pollutants, or the alteration of the
19 nature of pollutant properties in wastewater before discharging such
20 pollutants into a POTW. 40 C.F.R. § 403.3(s).

21 8. Specific limits on pollutants or pollutant parameters
22 developed by a POTW were deemed to be pretreatment standards for
23 purposes of 33 U.S.C. § 1317(d). 40 C.F.R. § 403.5.

24 9. The County Sanitation Districts of Los Angeles ("LA County
25 Sanitation") operated a POTW ("the LA County Sanitation POTW").

26 10. Under the Clean Water Act, the LA County Sanitation POTW
27 was required to establish a POTW Pretreatment Program that, among
28

1 other things, set forth local limits for the discharge of pollutants.
2 40 C.F.R. § 403.8.

3 11. In 1985, the EPA approved LA County Sanitation's POTW
4 Pretreatment Program. That pretreatment program included a
5 limitation on the discharge of certain toxic pollutants and
6 prohibited the LA County Sanitation POTW from discharging wastewater
7 that had an arsenic concentration greater than three milligrams per
8 liter ("3 mg/L"). That limitation remained in effect through and
9 beyond 2015.

10 12. Pursuant to the EPA's approval of LA County Sanitation's
11 POTW Pretreatment Program, LA County Sanitation was authorized to
12 issue permits to industrial users for the discharge of treated
13 wastewater to a POTW.

14 13. Company 1 had a discharge permit issued by LA County
15 Sanitation that, under certain conditions and requirements, allowed
16 Company 1 to discharge treated industrial wastewater to the LA County
17 Sanitation POTW.

18 14. The discharge permit issued to Company 1 by LA County
19 Sanitation required that Company 1 not accept, store, or treat any
20 wastewater that had an arsenic concentration greater than 3 mg/L.

21 15. The conditions and requirements under the discharge permit
22 issued to Company 1 were enforced by LA County Sanitation.

23 16. These Introductory Allegations are incorporated into each
24 count of this Information.

COUNTS ONE THROUGH FOUR

[33 U.S.C. §§ 1317(d), 1319(c)(1)(A); 18 U.S.C. § 2(b)]

[ALL DEFENDANTS]

On or about the dates set forth below, in San Bernardino County, within the Central District of California, defendants UNITED PUMPING SERVICE, INC. and UNITED STORM WATER, INC., by delivering industrial wastewater to Company 1, as documented on the non-hazardous waste manifest numbers listed below, negligently caused to be violated a requirement of a pretreatment program approved under Title 33, United States Code, Section 1342(a)(3), namely, the County Sanitation Districts of Los Angeles's pretreatment program requirement that Company 1 not accept wastewater for treatment that had an arsenic concentration greater than three milligrams per liter, in violation of Title 33, United States Code, section 1319(c)(1)(A).

COUNT	DATE	NON-HAZARDOUS WASTE MANIFEST NUMBER
ONE	May 11, 2015	112300
TWO	May 12, 2015	113103
THREE	May 12, 2015	113104

//

//

//

COUNT	DATE	NON-HAZARDOUS WASTE MANIFEST NUMBER
FOUR	May 13, 2015	113105

NICOLA T. HANNA
United States Attorney

BRANDON D. FOX
Assistant United States Attorney
Chief, Criminal Division

JOSEPH O. JOHNS
Assistant United States Attorney
Chief, Environmental and Community
Safety Crimes Section

MARK A. WILLIAMS
Assistant United States Attorney
Deputy Chief, Environmental and
Community Safety Crimes Section

DENNIS MITCHELL
HEATHER C. GORMAN
Assistant United States Attorneys
Environmental and Community Safety
Crimes Section